



March 12, 2008

State of Indiana
Division of State Court Administration
30 South Meridian, Suite 500
Indianapolis, IN 46204

Dear Mr. Walker;

Enclosed, please find 2 signed copies each of the 2008 Renewal Request Form for Administrative Rule 9 Distribution Approval. Please sign both copies of each of the Agreements and return one signed copy of each to me at: **ChoicePoint, ATTN: Sherrie Fuller, 4530 Conference Way South, Boca Raton, FL 33431.**

If there is anything else you may need concerning our request to renew, feel free to contact me.

Sincerely;

A handwritten signature in black ink, appearing to read "Sherrie Fuller".

Sherrie Fuller
Data Acquisition Specialist, Data Administration
ChoicePoint
4530 Conference Way South
Boca Raton, FL 33431

Phone: 561.982.5506
Fax: 561.982.6558
Email: Sherrie.Fuller@ChoicePointPRG.net

Request for Bulk Data/Compiled Information

STATE OF INDIANA
IN THE _____ COURT
CASE NUMBER _____

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

RECEIVED
MAR 12 2008
DIVISION OF
STATE COURT ADMINISTRATION

To the Executive Director of State Court Administration:

Pursuant to Administrative Rule 9(F)(3) this request for release of bulk data/compiled information that does not contain information excluded from public access pursuant to Administrative Rule 9(G) or (H) is submitted:

I. Identity of Applicant: ChoicePoint Services, Inc.
Address: 1000 Alderman Drive
Alpharetta, GA 30005
Telephone: 561.982.5506
E-Mail: Sherrie.Fuller@ChoicePointprg.net

II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)
All of Indiana's County Court Records, current and historical Court Data.

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

(List the Court(s))
All of Indiana's County Courts

IV. Purpose for Request: Is release consistent with the purposes of Administrative Rule 9? Are resources available to prepare the information? Is fulfilling the request an appropriate use of public resources? Yes

(Set forth reason)

ChoicePoint requests all publically available Bulk Data for the purpose of Investigation, fraud prevention, credentialing, due diligence, Insurance, identity verification and location validation.

V. Attach a copy of each permission from a Court or County to obtain bulk distribution of Data or Compiled Information that has already been issued.

Permission from the County was provided to Doxpop in order for us to receive the County's Data.

VI. Attach a copy of each Agreement Applicant has entered into with each Court or County listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

Permission from the County was provided to Doxpop in order for us to receive the County's Data.

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to applicant by each Court and county listed in Section III.

Weekly

VIII. Describe the resources available to prepare the information.

We have a talented data team waiting to load and build this data.

IX. Describe how fulfilling the request is an appropriate use of public resources.

ChoicePoint prides itself on having the most current data possible so that we can assist in helping to validate people are who they say they are, help them apply for assistance, find deadbeat parents, assist law enforcement and government services in their endeavors to keep the country safe as well as assist people in gaining employment quickly, applying for financial aid, mortgages, drivers licenses and insurance.

X. Applicant is (is not) willing to pay the reasonable cost of responding to this request. If not, why?

We are willing to pay a reasonable sum for this data, currently we pay DoxPop for their service in aggregating and updating this information for us.

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

N/A


XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:


A. the name of the third party or parties;

B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;

- C. the frequency with which charges will be incurred; and,
- D. the frequency of the transfer of data and information to the third party.
- E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

By signing this request, I represent that I am authorized to do so on behalf of Applicant.


Signature

Sherrie Fuller

Printed Name

Data Acquisition Specialist
Title

3/11/08
Date



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration ("Division") and ChoicePoint Services, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a county simply by the approval of this user agreement by the Division.
- F. The Requesting Party will be required to pay reasonable costs incurred by the Division or by the responding Court/Clerk in responding to the request for bulk distribution.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of

Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
- C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.
- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
- E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
- F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
- G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Records" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
- K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
- L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to counties shall be made.

2. **Grant.** Subject to permission from the counties or Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such counties or Courts the Court Records specifically identified below for the Requesting Party's use in accordance with the terms and conditions contained herein.

Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any county or Court to provide Court Records to the requesting Party. Pursuant to Administrative Rule 9(F), the counties or Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Counties and Courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for providing the Court Records to the Requesting Party.

A. **Court Records sought:** All publically available Bulk Data for the purpose of investigation, fraud prevention, credentialing, due-diligence, insurance, identity verification and location validation.

B. **Requested Counties:** All of Indiana's county court records, current and historical County Court data.

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3. **Rights and Interests.** All rights, title and interests in and to the Court Records including all intellectual property rights therein shall remain with the counties or Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records provided to the Requesting Party as a result of this Agreement. All rights, title and interests in materials created by or for Requesting Party for use in connection with the Court Records including all intellectual property rights therein shall be owned by the Division and the Requesting Party hereby assigns such rights, title and interests to the Division. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restrictions on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.
- B. **Resale of Data.** Except as set forth in Section 6, the Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided

pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not reconfigure the Court Records for subsequent bulk distributions.

- C. **Policies for dissemination of Data.** The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the County Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Bulk Transfer to Third Parties.** If the Requesting Party has submitted a request to transfer bulk Data or Compiled Information to third parties as part of the Request attached hereto as Exhibit C and such request has been approved by the Division as part of the Approval Letter attached hereto as Exhibit D, then the Requesting Party may transfer the bulk Data and Compiled Information it is authorized to receive under this Agreement to such third party subject to the terms of this Agreement. The Requesting Party shall supplement its Request in Exhibit C with a copy of any Agreement entered into with the third party subject to the execution of this Agreement. The Requesting Party may not transfer bulk Data or Compiled Information to any third party who has not signed a User Agreement with the Division. The Requesting Party may not charge the third party any more than the amount for time and material set forth in Exhibit C.
7. **Reporting Requirement.** Within thirty (30) days after the Requesting Party has received the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, attached hereto as Exhibit E (Form TCM-AR9(F)-3).
8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any

liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.
 - A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
 - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.
 - C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.
10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement is provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**
11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:
 - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use by the Requesting Party or any of its subscribers, authors, clients or other third parties of the Court Records or Data.

- B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.
- C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.
12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any of its subscribers, customers, clients or third parties.
13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
14. **Termination and Renewal.**
- A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.
- B. **Renewal.** This agreement expires on January 31, 2009, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2009. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at www.in.gov/judiciary/admin/forms/admin/index.html.
- C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party or any third party to whom the Requesting Party has transferred bulk Data or Compiled Information and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
- D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;
- C. The original Request provided to the Division from the Requesting Party as Exhibit C; and
- D. The approval letter provided to the Requesting Party from the Division as Exhibit D.
- E. The Distribution Receipt Forms (Form TCM-AR9(F)-3).

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 11th day of March, 2008.

Requesting Party

By:

Meredith Sidewater
Meredith L. Sidewater
Printed: **Vice President**

Title:

Deputy General Counsel

Date:

3/11/08

Division

By:

Lilia Judson
Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date:

3/31/08

EXHIBIT A

BUSINESS ENTITY NAMES

ChoicePoint Services Inc.
ChoicePoint Public Records Inc.
ChoicePoint WorkPlace Solutions Inc.
ChoicePoint Government Solutions Inc.
C.L.U.E. Inc.
Insurity LLC

EXHIBIT B

**THE COMPANY POLICIES PROVIDED TO THE REQUESTING PARTY'S
SUBSCRIBERS, CUSTOMERS, CLIENTS OR OTHER THIRD PARTIES**

Form of Requesting Party's Subscriber Application and Service Agreement



ChoicePoint Public Records Inc.

SUBSCRIBER APPLICATION AND SERVICE AGREEMENT

NOTE: INCOMPLETE OR INCORRECT INFORMATION MAY RESULT IN A DELAY OR DENIAL OF YOUR APPLICATION

To submit your application:

1. Please type or print all information requested and fax to **561-982-5895**.
2. Please attach a copy of your professional or business licensing or certified Articles of Incorporation or 501(c)(3) document.
3. If your organization is tax exempt, a copy of your state tax exempt certification is required.
4. If publicly traded, a business license is not required. Please provide your stock symbol below.
5. If not publicly traded or federally insured/chartered (banks or insurance carriers), you will be required to sign the banking reference release form that allows us to confirm your account information with your bank.
6. Banks may be requested to provide vendor references.
7. If not publicly traded or federally insured/chartered, ChoicePoint may also require a site visit to confirm address information, permissible purpose (legal use of data) or security at your place of business.

The information submitted on this Subscriber Application and Service Agreement will be used to determine eligibility in accessing information provided by ChoicePoint Public Records Inc. (ChoicePoint). ChoicePoint reserves the right to reject this Agreement for any reason whatsoever without explanation or recourse against ChoicePoint and/or its employees or officers. Additionally, the applicant hereby authorizes ChoicePoint to independently verify the information provided herein. As part of your application for services, we may be required to verify credit information, business or client references and a bank reference on your organization.

ORGANIZATION INFORMATION (ALL ITEMS ARE MANDATORY)

ORGANIZATION NAME:

MAIN OFFICE PHONE (NOT EXT.):

MAIN FAX:

WEBSITE (IF APPLICABLE):

CURRENT PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY:

STATE:

ZIP CODE:

IF LOCATED AT THE ABOVE ADDRESS LESS THAN 90 DAYS, PROVIDE MOST RECENT PRIOR ADDRESS BELOW

PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY:

STATE:

ZIP CODE:

DATE ORGANIZATION ESTABLISHED: (MM/YY)

STOCK SYMBOL (IF APPLICABLE):

INDUSTRY TYPE (CHECK ONE ITEM THAT BEST DESCRIBES YOUR ORGANIZATION)

☐ ATTORNEY
/LAW OFFICE

☐ PRIVATE
INVESTIGATIONS

☐ BANKING /
FINANCIAL

☐ RETAIL /
WHOLESALE

☐ INSURANCE

☐ HUMAN
RESOURCES

☐ SECURITY COMPANY

☐ PROCESS SERVER

☐ NEWS MEDIA

☐ BAIL BONDS

☐ OTHER (SPECIFY)

HOW WILL YOU BE USING THE INFORMATION PROVIDED THROUGH OUR SERVICE?

WHAT IS THE NATURE OF YOUR ORGANIZATION?

DOES YOUR BUSINESS REQUIRE ACCESS TO FULL SSN, DOB AND/OR DL#? ☐ YES ☐ NO

TYPE OF ORGANIZATION (CHECK ONE ONLY)

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ INCORPORATION STATE:

FEDERAL TAX ID NUMBER:

IS YOUR ORGANIZATION EXEMPT FROM STATE & LOCAL TAXES?

IS YOUR ORGANIZATION HOME-BASED?

LICENSES REQUIRED: A PROFESSIONAL LICENSE IS REQUIRED IF YOUR ORGANIZATION IS PROFESSIONALLY REGULATED, A BUSINESS LICENSE AND/OR NOTARIZED ARTICLES OF INCORPORATION ARE REQUIRED FOR ALL OTHERS. NOTE: LICENSE STATE OF ISSUANCE MUST CORRESPOND WITH PHYSICAL ADDRESS OF BUSINESS

PROFESSIONAL
LICENSE#:

BUSINESS
LICENSE #:

LICENSE EXPIRATION DATE: (MM/DD/YY):

CITY OF ISSUANCE:

COUNTY OF
ISSUANCE:

STATE OF ISSUANCE:

ACCOUNT CONTACT INFORMATION			
LAST NAME:		FIRST NAME:	
TITLE:		PHONE (NOT CELL PHONE):	
CELL PHONE (IF APPLICABLE):		E-MAIL:	
ARE YOU AUTHORIZED BY YOUR ORGANIZATION TO ORDER REPORTS ON THEIR BEHALF: <input type="checkbox"/> YES <input type="checkbox"/> NO			
PRINCIPALS OF COMPANY (REQUIRED FOR ALL SOLE PROPRIETORS & PARTNERSHIPS) SIGNATURE LINE: CPPR IS HEREBY AUTHORIZED TO PERFORM A BACKGROUND VERIFICATION.			
NAME #1:		TITLE #1:	
SOCIAL SECURITY # 1:		SIGNATURE #1:	
NAME #2:		TITLE #2:	
SOCIAL SECURITY # 2:		SIGNATURE #2:	
NAME #3:		TITLE #3:	
SOCIAL SECURITY # 3:		SIGNATURE #3:	
BILLING INFORMATION			
TYPE OF BILLING REQUESTED (CHECK ONE):		<input type="checkbox"/> CREDIT CARD <input type="checkbox"/> INVOICE (DUE UPON RECEIPT)	
IF YOU CHOOSE CREDIT CARD BILLING – FILL IN SECTION BELOW PLEASE NOTE: APPLICANT AND CREDIT CARD HOLDER MUST MATCH – IF NOT, CONTACT YOUR SALES REPRESENTATIVE FOR THIRD-PARTY BILLING REQUEST			
TYPE OF CREDIT CARD (CHECK ONE):		<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER
CARDHOLDER NAME:			
CREDIT CARD NUMBER:		EXPIRATION DATE: (MM/YY)	
CREDIT CARD BILLING ADDRESS:			
CITY:		STATE:	ZIP CODE:
IF YOU CHOOSE TO BE INVOICED – FILL IN SECTION BELOW			
BILLING CONTACT NAME:			
TITLE:		E-MAIL:	
BILLING ADDRESS:			
CITY:		STATE:	ZIP CODE:
PHONE:		FAX:	E-MAIL:
AUTHORIZATION			
THE DULY AUTHORIZED REPRESENTATIVE OF SUBSCRIBER HEREBY REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE.			
SIGNATURE:			
PRINTED NAME:			
TITLE:			
DATE:			

SERVICE AGREEMENT

This Agreement is entered into between ChoicePoint Public Records Inc. and its affiliates and subsidiaries ("CPPR"), and the entity first set forth herein ("Subscriber").

1. **SERVICE.** CPPR provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPPR the applicable rates and charges set forth herein.
2. **PERFORMANCE.** CPPR will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."
3. **SUBSCRIBER CREDENTIALS AND CREDIT REPORT.** Subscriber acknowledges and understands that CPPR will only allow Subscriber to access the Services if Subscriber's credentials can be verified in accordance with CPPR internal credentialing procedures. Subscriber shall notify CPPR immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such procedures, CPPR may terminate this Agreement. Subscriber is required to promptly notify CPPR of a change in ownership of Subscriber's company, any change in the name of Subscriber's company, and/or any change in the physical address of Subscriber's company. Furthermore, Subscriber acknowledges and agrees that as part of the credentialing process, Subscriber's credit report(s) may be requested by CPPR in accordance with Federal Fair Credit Reporting Act from one or more consumer reporting agencies. Upon Subscriber's request, Subscriber will be informed of whether any credit report was requested, and the name and address of the credit-reporting agency that furnished the report to CPPR.
4. **CHARGES TO SUBSCRIBER.** For each response to a request for information, including "no record found," Subscriber agrees to pay to CPPR the applicable charge then prevailing for Services rendered to Subscriber. Subscriber shall pay to CPPR prices as updated from time to time through on-line announcements, Subscriber Bulletins, and published price schedules. All current and future CPPR pricing documents are deemed incorporated herein. Furthermore, Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. Payment by Subscriber is due and payable ten (10) days from the date of invoice. If payments are past due more than ten (10) days from the date of invoice, CPPR may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by CPPR through its efforts to collect on balance(s) owed by Subscriber. All remittances shall be sent to the "remit to" address on the invoice.
5. **OWNERSHIP.** Subscriber acknowledges that CPPR and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify CPPR of any threatened or actual infringement thereof.
6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall keep confidential and not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the business use(s) stated by Subscriber in the application and online. Subscriber acknowledges that CPPR is providing data to support Subscriber's own processes and decisions, and Subscriber's customer should not be denied any service or access based solely on data or results provided by CPPR. Subscriber is responsible for any denial of services or access to its customer and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process.
7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any CPPR Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute.
8. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable, and will certify its permissible purpose to CPPR.
9. **SUBSCRIBER USE LIMITATIONS - GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable, and will certify its permissible purpose to CPPR.
10. **MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from CPPR, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 1. Subscriber shall not use any CPPR-provided MVR Data, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
 2. As requested by CPPR, Subscriber shall complete any state forms that CPPR is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVR Data.
 3. CPPR (and certain Third Party vendors) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.
11. **SUBSCRIBER USE LIMITATIONS - AMERICAN BOARD OF MEDICAL SPECIALTIES ("ABMS") DATA.** Subscriber shall not use ABMS Data, nor permit others to do so, for purposes of determining, monitoring, tracking, profiling or evaluating in any manner, the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

12. **MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of CPPR's Services through any methods, including unauthorized access through or to Subscriber's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Subscriber agrees that CPPR may temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation of Subscriber's use or access. Subscriber agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, CPPR may immediately terminate this Agreement without notice or liability of any kind.
13. **SUBSCRIBER ACCOUNT MAINTENANCE.** Subscriber is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with CPPR. Subscriber shall manage all Account ID's, and notify CPPR promptly if any Account ID becomes inactive or invalid. Subscriber shall follow the policies and procedures of CPPR with respect to account maintenance as same may be communicated to Subscriber from time to time.
14. **SECURITY EVENT.** In the event that Subscriber learns or has reason to believe that CPPR data has been disclosed or accessed by an unauthorized party, Subscriber will immediately give notice of such event to CPPR. Furthermore, in the event that Subscriber has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Subscriber acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Subscriber shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Subscriber shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event and shall bear all additional costs associated with resolving the Security Event.
15. **CHANGES IN USE OR ACCESS.** CPPR may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in CPPR policy, a modification of Third Party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by CPPR of such restrictions, Subscriber agrees to comply with such restrictions.
16. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: CPPR has adopted the "ChoicePoint Privacy Principles" ("Principles") recognizing the importance of appropriate privacy protections for consumer data and Subscriber agrees that Subscriber (including its directors, officers, employees or agents) will comply with the Principles or Subscriber's own comparable privacy principles, policies, or practices. CPPR's Privacy Principles are available at www.privacyatchoicepoint.com. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information it receives from CPPR, to protect the personal information from unauthorized access, destruction, use, modification or disclosure. Subscriber will regularly test and monitor the effectiveness of such procedures and practices. Subscriber will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the information it receives from the Services.
17. **AUDIT.** Subscriber understands and agrees that in order to ensure compliance with applicable law and CPPR policies, CPPR will conduct periodic audits of Subscriber activity and may contact Subscriber to provide documentation of executed searches. Also, certain Third Party vendors, such as departments of motor vehicles and credit bureaus, may audit Subscriber directly or through CPPR. CPPR will also investigate all legitimate reports of abuse or misuse of CPPR Services by Subscribers, and Subscriber agrees to cooperate fully with any and all audits and/or investigations. Violations discovered in any review by CPPR will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.
18. **TERM OF CONTRACT.** This Agreement may be terminated by providing thirty (30) days written notice from either party except for Sections 4, 12, 14, 17, 19 and 20 which survive any such termination.
19. **LIABILITY/WARRANTY.** NEITHER CPPR NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPPR'S OR THIRD PARTIES' NEGLIGENCE ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPPR NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPPR OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPPR'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPPR AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPPR AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPPR AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPPR AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPPR HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. CPPR AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPPR AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CPPR OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.
20. **INDEMNIFICATION.** Subscriber hereby agrees to protect, indemnify, defend and hold harmless CPPR and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any third party receiving such information from or

through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provisions of this Agreement. Provisions hereof related to release of claims, indemnification, use of information and Services, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.

21. **ASSIGNMENT.** This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of CPPR. Upon such assignment: a) CPPR shall promptly advise Subscriber of such transfer; b) the transferee corporation shall expressly agree to assume all obligations hereunder and; c) CPPR shall guarantee the performance of the transferee/affiliate's obligations hereunder.
22. **PUBLICITY.** Subscriber will not name CPPR or refer to its use of the Services in any press releases, advertisements, promotional or marketing materials, or make any other third party disclosures regarding CPPR or Subscriber's use of the Services.
23. **AGREEMENT ENTIRETY.** This Agreement, as amended, sets forth the entire understanding and agreement between CPPR and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of such Third Party Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPPR shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins. This Agreement shall be interpreted in accordance with the internal laws of the State of Georgia.

APPROVAL AND SIGNATURE. I certify that I am authorized to execute this Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

Signature:

Printed Name:

Title:

Date:

If I have elected to be credit card billed, I hereby authorize CPPR to bill this credit card for the charges incurred for use of CPPR service. Additionally, I hereby agree that if the credit card company refuses to pay CPPR for such charges incurred, the applicant shall be responsible for the payment of such charges. ******Note, if credit card billing elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature:

Printed Name:

Title:

Date:

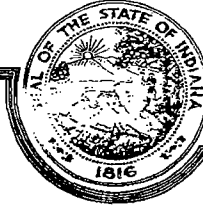
EXHIBIT C

REQUEST PROVIDED TO THE DIVISION

A copy of last year's contract to be attached

STATE OF INDIANA

DIVISION OF STATE COURT ADMINISTRATION



SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

115 WEST WASHINGTON STREET SUITE 1080
INDIANAPOLIS, IN 46204-3466
(317) 232-2542
FAX (317) 233-6586
www.IN.gov/judiciary

February 8, 2007

Sherrie Fuller
ChoicePoint
4530 Conference Way South
Boca Raton, FL 33431

Dear Ms. Fuller:

Your request to obtain bulk data from Indiana trial courts has been approved by the Division of State Court Administration pursuant to Administrative Rule 9(F). At this time, the Division has only approved the release of bulk records, which are otherwise available to the public.

Please find enclosed an executed copy of your user agreement. Please note that you may retrieve the information you have requested from the relevant county Clerk's Offices. Your office may only retrieve information that is available pursuant to Administrative Rule 9. The agreement will expire January 31, 2008. Should you have any questions or need further information, please contact me.

Sincerely,

Kristin Donnelly-Miller, Esq.
Division of State Court Administration

Enclosure

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and ~~ChoicePoint Public Records~~ ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of information or compiled information.
- B. The Division reviews the request for bulk distribution in conjunction with the purposes of Rule 9 and that the request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- E. The Requesting Party is not automatically entitled to the distribution by the relevant county simply by the approval of this user agreement.
- F. The Requesting Party will be required to pay reasonable costs related to responding to the request for bulk distribution of records.
- G. The bulk distribution of records is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.
 - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
 - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.

- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
 - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
 - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form in response to the approved request for bulk distribution.
 - G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
 - H. "Court Record" means both Case Records and Administrative Records.
 - I. "Data" means any computer or machine-readable copy of Court Record information provided by the Court to the Requesting Party.
 - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
 - K. "Public Access" means the process whereby a person may inspect and copy the information in a court record, not excluded by Rule 9(G) or (H).
 - L. "Requesting Party" includes all known names under which the business operates, all subsidiaries that will utilize the data provided and all names under which subsequent individual requests to counties shall be made.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data specifically identified below to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), the counties or courts identified below must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
- A. Court Records and Data sought:
All publically available Bulk DATA for the purpose of Investigation, Fraud Prevention, Credentialing, Due Diligence, Insurance, Identity Verification, Validation & Location.

B. Requested Counties:

All of Indiana's County Court Records, Current + Historical Court DATA.

3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all related entities, including subsidiaries, names under which the Requesting Party is doing business and other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of entity names associated with the Requesting Party.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number, bank account number and any other confidential information that is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restriction on Use of Data.**
 - A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
 - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services. The Requesting Party shall not reconfigure the Data for subsequent bulk distributions.
 - C. **Policies for dissemination of Data.** In the event the Requesting Party plans to offer a service regarding reviewing the Data provided and disseminating the relevant information to subscribers, customers, clients, or other third party, this Agreement shall include a current copy of the Requesting Party's policies and information related to the dissemination. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the

displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
 - A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
 - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
 - C. The Requesting Party agrees to provide the Division with the same materials and information, in the same manner the Requesting Party provides its subscribers, customers, clients, or other third parties.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
Reproductions of the Data provided to the Requesting Party shall never represent a certified copy of the Court Record.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:
 - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.

- B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
 - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination and Renewal.**
- A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.
 - B. **Renewal.** This agreement expires on January 31, 2008, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2007. The renewal shall be for one calendar year. The Division will provide the Renewal Form to the Requesting Party in December 2007.
 - C. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
 - D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
 - E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or

assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

- F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update the entity list. Likewise, the Requesting Party is under an ongoing obligation to provide the Division with any modified policies related to its policies regarding dissemination of the Data provided by the Court. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update the business information provided.

13. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties;
- C. The original Request provided to the Division from the Requesting Party; and
- D. The approval letter provided to the Requesting Party from the Division.
- E. These attachments may be amended or modified. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 1st day of February, 2007.

Requesting Party

By: Greg Birge MK

Printed: GREGORY M. BIRGE

VICE PRESIDENT

Title: ASSISTANT GENERAL COUNSEL

Date: 2/01/07

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: 2/06/07

RENEWAL FORM FOR ADMINISTRATIVE RULE 9(F) REQUESTS

Entity Name(s) (including subsidiaries): ChoicePoint Services, Inc.

Contact Information: 1000 Alderman Drive, Alpharetta, GA 30005

Date of Original Approval pursuant to A.R. 9(F): 8/08/06

Previous Court Records requested: All of Indiana's Court Records, current and Historical Court Data.

Previous Counties requested and approved: All Indiana Courts

Counties with which entity has distribution relationship (ongoing or previous): All Indiana Courts

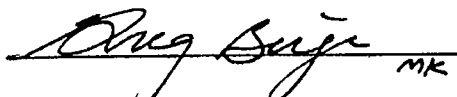
Changes proposed for 2007 approval (i.e. new counties, new court records requested): All Indiana Courts

Comments: ChoicePoint would like to purchase in Bulk, All publicly available Data for the purpose of: Investigation, Fraud Prevention, Credentialing, Due Diligence, Insurance, Identity Verification, Validation and Location.

Date submitted: 01/02/07

Completed by: Sherrie Fuller

Signature by responsible party:

Handwritten signature of Gregory M. Birge, with the initials "mk" written below it.

Printed name and title:

GREGORY M. BIRGE
VICE PRESIDENT
ASSISTANT GENERAL COUNSEL

Contact information including email address:

Sherrie Fuller
Data Acquisition Specialist
ChoicePoint
4530 Conference Way South
Boca Raton, FL 33431
Phone: 561.982.5506
Fax: 561.982.6558
Email: Sherrie.Fuller@ChoicePointPRG.net

**RENEWAL FORM
FOR ADMINISTRATIVE RULE 9(F) REQUESTS**

Entity Name(s) (including subsidiaries):	ChoicePoint Services, INC.
Contact Information:	Sherrie Fuller DATA Acquisition Specialist ChoicePoint 4530 Conference Way South BOCA RATON, FL 33431
Date of Original Approval pursuant to A.R. 9(F)	August 8, 2006
Previous Court Records requested	All of Indiana's Court Records, Current + Historical Court Data
Previous Counties requested and approved	All of Indiana's Courts
Counties with which entity has distribution relationship (ongoing or previous)	All Indiana Courts
Changes proposed for 2007 approval (i.e. new counties, new court records requested)	All INDIANA Courts
Comments:	ChoicePoint would like to PURCHASE IN BULK ALL PUBLICLY AVAILABLE DATA FOR THE PURPOSE OF INVESTIGATION, Fraud Prevention, Credentialing, Due Diligence, Insurance, Identity Verification, Validation & LOCATION

Date submitted: 01-02-07

Completed by: SHERRIE FULLER

Signature by responsible party: Greg Birge ME

Printed name and title: Greg Birge, VP & Asst General Counsel

Contact information including email address:

Sherrie Fuller, ChoicePoint, 4530 Conference Way South,
Boca Raton, FL 33431

Tel: 561-982-5506

Sherrie.Fuller@choicepoint.COM

EXHIBIT D

APPROVAL LETTER

To be attached once this agreement is fully executed

EXHIBIT E

TCM-AR9(F)-3 Form

See Attached



**Indiana Supreme Court
Division of State Court Administration**

**DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR
COMPILED INFORMATION**

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

Bulk Data Requested (i.e. docket information, court records, record of judgments and orders):

Date Received (if the distribution shall be continuous, indicate the first date the data was distributed):

Format of distributed data (i.e. electronic feed, paper copies, et cetera):

Expenses related to receipt of data distribution (indicate the amount paid for distribution of data):

____ total ____ monthly ____ annual

Comments:

V. Attach a copy of each permission from a Court or County to obtain bulk distribution of Data or Compiled Information that has already been issued.

Permission from the County was provided to Doxpop in order for us to receive the County's Data.

VI. Attach a copy of each Agreement Applicant has entered into with each Court or County listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

Permission from the County was provided to Doxpop in order for us to receive the County's Data.

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to applicant by each Court and county listed in Section III.

Weekly

VIII. Describe the resources available to prepare the information.

We have a talented data team waiting to load and build this data.

IX. Describe how fulfilling the request is an appropriate use of public resources.

ChoicePoint prides itself on having the most current data possible so that we can assist in helping to validate people are who they say they are, help them apply for assistance, find deadbeat parents, assist law enforcement and government services in their endeavors to keep the country safe as well as assist people in gaining employment quickly, applying for financial aid, mortgages, drivers licenses and insurance.

**X. Applicant is (is not) willing to pay the reasonable cost of responding to this request.
If not, why?**

We are willing to pay a reasonable sum for this data, currently we pay DoxPop for their service in aggregating and updating this information for us.

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

N/A


XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

A. the name of the third party or parties;

B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;

- C. the frequency with which charges will be incurred; and,
- D. the frequency of the transfer of data and information to the third party.
- E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

By signing this request, I represent that I am authorized to do so on behalf of Applicant.


Signature

Sherrie Fuller

SHERRIE FULLER
Printed Name

Data Acquisition Specialist

Title

3/11/08

Date



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration (“Division”) and ChoicePoint Services, Inc. (“Requesting Party”) hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information (“Agreement”) for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court (“Rule 9”).

Recitals

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a county simply by the approval of this user agreement by the Division.
- F. The Requesting Party will be required to pay reasonable costs incurred by the Division or by the responding Court/Clerk in responding to the request for bulk distribution.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies’ policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. “Administrative Record” means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of

Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
 - C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.
 - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
 - E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
 - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
 - G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
 - H. "Court Records" means both Case Records and Administrative Records.
 - I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
 - J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
 - K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
 - L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to counties shall be made.
2. **Grant.** Subject to permission from the counties or Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such counties or Courts the Court Records specifically identified below for the Requesting Party's use in accordance with the terms and conditions contained herein.

Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any county or Court to provide Court Records to the requesting Party. Pursuant to Administrative Rule 9(F), the counties or Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Counties and Courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for providing the Court Records to the Requesting Party.

A. **Court Records sought:** All publically available Bulk Data for the purpose of investigation, fraud prevention, credentialing, due-diligence, insurance, identity verification and location validation.

B. **Requested Counties:** All of Indiana's county court records, current and historical County Court data.

-
3. **Rights and Interests.** All rights, title and interests in and to the Court Records including all intellectual property rights therein shall remain with the counties or Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records provided to the Requesting Party as a result of this Agreement. All rights, title and interests in materials created by or for Requesting Party for use in connection with the Court Records including all intellectual property rights therein shall be owned by the Division and the Requesting Party hereby assigns such rights, title and interests to the Division. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restrictions on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.
- B. **Resale of Data.** Except as set forth in Section 6, the Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided

pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not reconfigure the Court Records for subsequent bulk distributions.

- C. **Policies for dissemination of Data.** The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the County Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Bulk Transfer to Third Parties.** If the Requesting Party has submitted a request to transfer bulk Data or Compiled Information to third parties as part of the Request attached hereto as Exhibit C and such request has been approved by the Division as part of the Approval Letter attached hereto as Exhibit D, then the Requesting Party may transfer the bulk Data and Compiled Information it is authorized to receive under this Agreement to such third party subject to the terms of this Agreement. The Requesting Party shall supplement its Request in Exhibit C with a copy of any Agreement entered into with the third party subject to the execution of this Agreement. The Requesting Party may not transfer bulk Data or Compiled Information to any third party who has not signed a User Agreement with the Division. The Requesting Party may not charge the third party any more than the amount for time and material set forth in Exhibit C.
7. **Reporting Requirement.** Within thirty (30) days after the Requesting Party has received the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, attached hereto as Exhibit E (Form TCM-AR9(F)-3).
8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any

liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.
 - A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
 - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.
 - C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.
10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement is provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**
11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:
 - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use by the Requesting Party or any of its subscribers, authors, clients or other third parties of the Court Records or Data.

- B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.
 - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.
12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any of its subscribers, customers, clients or third parties.
13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
14. **Termination and Renewal.**
- A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.
 - B. **Renewal.** This agreement expires on January 31, ~~2009~~, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2009. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at www.in.gov/judiciary/admin/forms/admin/index.html.
 - C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party or any third party to whom the Requesting Party has transferred bulk Data or Compiled Information and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
 - D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;
- C. The original Request provided to the Division from the Requesting Party as Exhibit C; and
- D. The approval letter provided to the Requesting Party from the Division as Exhibit D.
- E. The Distribution Receipt Forms (Form TCM-AR9(F)-3).

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 11th day of March, 2008.

Requesting Party

Division

By: Meredith Sidewater

By: _____

Printed: **Meredith L. Sidewater**
Vice President

Lilia Judson

Title: **Deputy General Counsel**

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: 3/11/08

Date: _____

EXHIBIT A

BUSINESS ENTITY NAMES

ChoicePoint Services Inc.
ChoicePoint Public Records Inc.
ChoicePoint WorkPlace Solutions Inc.
ChoicePoint Government Solutions Inc.
C.L.U.E. Inc.
Insurity LLC

EXHIBIT B

**THE COMPANY POLICIES PROVIDED TO THE REQUESTING PARTY'S
SUBSCRIBERS, CUSTOMERS, CLIENTS OR OTHER THIRD PARTIES**

Form of Requesting Party's Subscriber Application and Service Agreement



ChoicePoint Public Records Inc.
SUBSCRIBER APPLICATION AND SERVICE AGREEMENT

NOTE: INCOMPLETE OR INCORRECT INFORMATION MAY RESULT IN A DELAY OR DENIAL OF YOUR APPLICATION

To submit your application:

1. Please type or print all information requested and fax to **561-982-5895**.
2. Please attach a copy of your professional or business licensing or certified Articles of Incorporation or 501(c)(3) document.
3. If your organization is tax exempt, a copy of your state tax exempt certification is required.
4. If publicly traded, a business license is not required. Please provide your stock symbol below.
5. If not publicly traded or federally insured/chartered (banks or insurance carriers), you will be required to sign the banking reference release form that allows us to confirm your account information with your bank.
6. Banks may be requested to provide vendor references.
7. If not publicly traded or federally insured/chartered, ChoicePoint may also require a site visit to confirm address information, permissible purpose (legal use of data) or security at your place of business.

The information submitted on this Subscriber Application and Service Agreement will be used to determine eligibility in accessing information provided by ChoicePoint Public Records Inc. (ChoicePoint). ChoicePoint reserves the right to reject this Agreement for any reason whatsoever without explanation or recourse against ChoicePoint and/or its employees or officers. Additionally, the applicant hereby authorizes ChoicePoint to independently verify the information provided herein. As part of your application for services, we may be required to verify credit information, business or client references and a bank reference on your organization.

ORGANIZATION INFORMATION (ALL ITEMS ARE MANDATORY)

ORGANIZATION NAME:

MAIN OFFICE PHONE (NOT EXT.):

MAIN FAX:

WEBSITE (IF APPLICABLE):

CURRENT PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY:

STATE:

ZIP CODE:

IF LOCATED AT THE ABOVE ADDRESS LESS THAN 90 DAYS, PROVIDE MOST RECENT PRIOR ADDRESS BELOW

PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY:

STATE:

ZIP CODE:

DATE ORGANIZATION ESTABLISHED: (MM/YY)

STOCK SYMBOL (IF APPLICABLE):

INDUSTRY TYPE (CHECK ONE ITEM THAT BEST DESCRIBES YOUR ORGANIZATION)

☐ ATTORNEY
/LAW OFFICE

☐ PRIVATE
INVESTIGATIONS

☐ BANKING /
FINANCIAL

☐ RETAIL /
WHOLESALE

☐ INSURANCE

☐ HUMAN
RESOURCES

☐ SECURITY COMPANY

☐ PROCESS SERVER

☐ NEWS MEDIA

☐ BAIL BONDS

☐ OTHER (SPECIFY)

HOW WILL YOU BE USING THE INFORMATION PROVIDED THROUGH OUR SERVICE?

WHAT IS THE NATURE OF YOUR ORGANIZATION?

DOES YOUR BUSINESS REQUIRE ACCESS TO FULL SSN, DOB AND/OR DL#? ☐ YES ☐ NO

TYPE OF ORGANIZATION (CHECK ONE ONLY)

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ INCORPORATION STATE:

FEDERAL TAX ID NUMBER:

IS YOUR ORGANIZATION EXEMPT FROM STATE & LOCAL TAXES?

IS YOUR ORGANIZATION HOME-BASED?

LICENSES REQUIRED: A PROFESSIONAL LICENSE IS REQUIRED IF YOUR ORGANIZATION IS PROFESSIONALLY REGULATED, A BUSINESS LICENSE AND/OR NOTARIZED ARTICLES OF INCORPORATION ARE REQUIRED FOR ALL OTHERS. NOTE: LICENSE STATE OF ISSUANCE MUST CORRESPOND WITH PHYSICAL ADDRESS OF BUSINESS

PROFESSIONAL
LICENSE #:

BUSINESS
LICENSE #:

LICENSE EXPIRATION DATE: (MM/DD/YY):

CITY OF ISSUANCE:

COUNTY OF
ISSUANCE:

STATE OF ISSUANCE:

ACCOUNT CONTACT INFORMATION			
LAST NAME:		FIRST NAME:	
TITLE:		PHONE (NOT CELL PHONE):	
CELL PHONE (IF APPLICABLE):		E-MAIL:	
ARE YOU AUTHORIZED BY YOUR ORGANIZATION TO ORDER REPORTS ON THEIR BEHALF: <input type="checkbox"/> YES <input type="checkbox"/> NO			
PRINCIPALS OF COMPANY (REQUIRED FOR ALL SOLE PROPRIETORS & PARTNERSHIPS) SIGNATURE LINE: CPPR IS HEREBY AUTHORIZED TO PERFORM A BACKGROUND VERIFICATION.			
NAME #1:		TITLE #1:	
SOCIAL SECURITY # 1:		SIGNATURE #1:	
NAME #2:		TITLE #2:	
SOCIAL SECURITY #2:		SIGNATURE #2:	
NAME #3:		TITLE #3:	
SOCIAL SECURITY #3:		SIGNATURE #3:	
BILLING INFORMATION			
TYPE OF BILLING REQUESTED (CHECK ONE):		<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> INVOICE (DUE UPON RECEIPT)
IF YOU CHOOSE CREDIT CARD BILLING – FILL IN SECTION BELOW PLEASE NOTE: APPLICANT AND CREDIT CARD HOLDER MUST MATCH – IF NOT, CONTACT YOUR SALES REPRESENTATIVE FOR THIRD-PARTY BILLING REQUEST			
TYPE OF CREDIT CARD (CHECK ONE):	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA	<input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER
CARDHOLDER NAME:			
CREDIT CARD NUMBER:		EXPIRATION DATE: (MM/YY)	
CREDIT CARD BILLING ADDRESS:			
CITY:	STATE:	ZIP CODE:	
IF YOU CHOOSE TO BE INVOICED – FILL IN SECTION BELOW			
BILLING CONTACT NAME:			
TITLE:		E-MAIL:	
BILLING ADDRESS:			
CITY:	STATE:	ZIP CODE:	
PHONE:	FAX:	E-MAIL:	
AUTHORIZATION			
THE DULY AUTHORIZED REPRESENTATIVE OF SUBSCRIBER HEREBY REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE.			
SIGNATURE:			
PRINTED NAME:			
TITLE:			
DATE:			

SERVICE AGREEMENT

This Agreement is entered into between ChoicePoint Public Records Inc. and its affiliates and subsidiaries ("CPPR"), and the entity first set forth herein ("Subscriber").

1. **SERVICE.** CPPR provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPPR the applicable rates and charges set forth herein.
2. **PERFORMANCE.** CPPR will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."
3. **SUBSCRIBER CREDENTIALS AND CREDIT REPORT.** Subscriber acknowledges and understands that CPPR will only allow Subscriber to access the Services if Subscriber's credentials can be verified in accordance with CPPR internal credentialing procedures. Subscriber shall notify CPPR immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such procedures, CPPR may terminate this Agreement. Subscriber is required to promptly notify CPPR of a change in ownership of Subscriber's company, any change in the name of Subscriber's company, and/or any change in the physical address of Subscriber's company. Furthermore, Subscriber acknowledges and agrees that as part of the credentialing process, Subscriber's credit report(s) may be requested by CPPR in accordance with Federal Fair Credit Reporting Act from one or more consumer reporting agencies. Upon Subscriber's request, Subscriber will be informed of whether any credit report was requested, and the name and address of the credit-reporting agency that furnished the report to CPPR.
4. **CHARGES TO SUBSCRIBER.** For each response to a request for information, including "no record found," Subscriber agrees to pay to CPPR the applicable charge then prevailing for Services rendered to Subscriber. Subscriber shall pay to CPPR prices as updated from time to time through on-line announcements, Subscriber Bulletins, and published price schedules. All current and future CPPR pricing documents are deemed incorporated herein. Furthermore, Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. Payment by Subscriber is due and payable ten (10) days from the date of invoice. If payments are past due more than ten (10) days from the date of invoice, CPPR may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by CPPR through its efforts to collect on balance(s) owed by Subscriber. All remittances shall be sent to the "remit to" address on the invoice.
5. **OWNERSHIP.** Subscriber acknowledges that CPPR and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify CPPR of any threatened or actual infringement thereof.
6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall keep confidential and not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the business use(s) stated by Subscriber in the application and online. Subscriber acknowledges that CPPR is providing data to support Subscriber's own processes and decisions, and Subscriber's customer should not be denied any service or access based solely on data or results provided by CPPR. Subscriber is responsible for any denial of services or access to its customer and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process.
7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any CPPR Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute.
8. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable, and will certify its permissible purpose to CPPR.
9. **SUBSCRIBER USE LIMITATIONS - GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable, and will certify its permissible purpose to CPPR.
10. **MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from CPPR, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 1. Subscriber shall not use any CPPR-provided MVR Data, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
 2. As requested by CPPR, Subscriber shall complete any state forms that CPPR is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVR Data.
 3. CPPR (and certain Third Party vendors) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.
11. **SUBSCRIBER USE LIMITATIONS - AMERICAN BOARD OF MEDICAL SPECIALTIES ("ABMS") DATA.** Subscriber shall not use ABMS Data, nor permit others to do so, for purposes of determining, monitoring, tracking, profiling or evaluating in any manner, the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

12. **MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of CPPR's Services through any methods, including unauthorized access through or to Subscriber's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Subscriber agrees that CPPR may temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation of Subscriber's use or access. Subscriber agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, CPPR may immediately terminate this Agreement without notice or liability of any kind.
13. **SUBSCRIBER ACCOUNT MAINTENANCE.** Subscriber is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with CPPR. Subscriber shall manage all Account ID's, and notify CPPR promptly if any Account ID becomes inactive or invalid. Subscriber shall follow the policies and procedures of CPPR with respect to account maintenance as same may be communicated to Subscriber from time to time.
14. **SECURITY EVENT.** In the event that Subscriber learns or has reason to believe that CPPR data has been disclosed or accessed by an unauthorized party, Subscriber will immediately give notice of such event to CPPR. Furthermore, in the event that Subscriber has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Subscriber acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Subscriber shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Subscriber shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event and shall bear all additional costs associated with resolving the Security Event.
15. **CHANGES IN USE OR ACCESS.** CPPR may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in CPPR policy, a modification of Third Party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by CPPR of such restrictions, Subscriber agrees to comply with such restrictions.
16. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: CPPR has adopted the "ChoicePoint Privacy Principles" ("Principles") recognizing the importance of appropriate privacy protections for consumer data and Subscriber agrees that Subscriber (including its directors, officers, employees or agents) will comply with the Principles or Subscriber's own comparable privacy principles, policies, or practices. CPPR's Privacy Principles are available at www.privacyatchoicepoint.com. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information it receives from CPPR, to protect the personal information from unauthorized access, destruction, use, modification or disclosure. Subscriber will regularly test and monitor the effectiveness of such procedures and practices. Subscriber will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the information it receives from the Services.
17. **AUDIT.** Subscriber understands and agrees that in order to ensure compliance with applicable law and CPPR policies, CPPR will conduct periodic audits of Subscriber activity and may contact Subscriber to provide documentation of executed searches. Also, certain Third Party vendors, such as departments of motor vehicles and credit bureaus, may audit Subscriber directly or through CPPR. CPPR will also investigate all legitimate reports of abuse or misuse of CPPR Services by Subscribers, and Subscriber agrees to cooperate fully with any and all audits and/or investigations. Violations discovered in any review by CPPR will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.
18. **TERM OF CONTRACT.** This Agreement may be terminated by providing thirty (30) days written notice from either party except for Sections 4, 12, 14, 17, 19 and 20 which survive any such termination.
19. **LIABILITY/WARRANTY.** NEITHER CPPR NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPPR'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPPR NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPPR OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPPR'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPPR AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPPR AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPPR AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPPR AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPPR HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. CPPR AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPPR AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CPPR OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.
20. **INDEMNIFICATION.** Subscriber hereby agrees to protect, indemnify, defend and hold harmless CPPR and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any third party receiving such information from or

through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provisions of this Agreement. Provisions hereof related to release of claims, indemnification, use of information and Services, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.

21. **ASSIGNMENT.** This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of CPPR. Upon such assignment: a) CPPR shall promptly advise Subscriber of such transfer; b) the transferee corporation shall expressly agree to assume all obligations hereunder and; c) CPPR shall guarantee the performance of the transferee/affiliate's obligations hereunder.
22. **PUBLICITY.** Subscriber will not name CPPR or refer to its use of the Services in any press releases, advertisements, promotional or marketing materials, or make any other third party disclosures regarding CPPR or Subscriber's use of the Services.
23. **AGREEMENT ENTIRETY.** This Agreement, as amended, sets forth the entire understanding and agreement between CPPR and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of such Third Party Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPPR shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins. This Agreement shall be interpreted in accordance with the internal laws of the State of Georgia.

APPROVAL AND SIGNATURE. I certify that I am authorized to execute this Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

Signature:

Printed Name:

Title:

Date:

If I have elected to be credit card billed, I hereby authorize CPPR to bill this credit card for the charges incurred for use of CPPR service. Additionally, I hereby agree that if the credit card company refuses to pay CPPR for such charges incurred, the applicant shall be responsible for the payment of such charges. *****Note, if credit card billing elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature:

Printed Name:

Title:

Date:

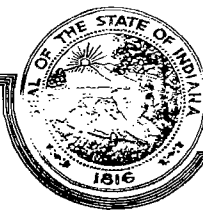
EXHIBIT C

REQUEST PROVIDED TO THE DIVISION

A copy of last year's contract to be attached

STATE OF INDIANA

DIVISION OF STATE COURT ADMINISTRATION



SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

115 WEST WASHINGTON STREET SUITE 1080
INDIANAPOLIS, IN 46204-3466
(317) 232-2542
FAX (317) 233-6586
www.IN.gov/judiciary

February 8, 2007

Sherrie Fuller
ChoicePoint
4530 Conference Way South
Boca Raton, FL 33431

Dear Ms. Fuller:

Your request to obtain bulk data from Indiana trial courts has been approved by the Division of State Court Administration pursuant to Administrative Rule 9(F). At this time, the Division has only approved the release of bulk records, which are otherwise available to the public.

Please find enclosed an executed copy of your user agreement. Please note that you may retrieve the information you have requested from the relevant county Clerk's Offices. Your office may only retrieve information that is available pursuant to Administrative Rule 9. The agreement will expire January 31, 2008. Should you have any questions or need further information, please contact me.

Sincerely,

Kristin Donnelly-Miller, Esq.
Division of State Court Administration

Enclosure

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and ~~ChoicePoint Public Records~~ ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of information or compiled information.
- B. The Division reviews the request for bulk distribution in conjunction with the purposes of Rule 9 and that the request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- E. The Requesting Party is not automatically entitled to the distribution by the relevant county simply by the approval of this user agreement.
- F. The Requesting Party will be required to pay reasonable costs related to responding to the request for bulk distribution of records.
- G. The bulk distribution of records is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.
 - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
 - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.

- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
 - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
 - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form in response to the approved request for bulk distribution.
 - G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
 - H. "Court Record" means both Case Records and Administrative Records.
 - I. "Data" means any computer or machine-readable copy of Court Record information provided by the Court to the Requesting Party.
 - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
 - K. "Public Access" means the process whereby a person may inspect and copy the information in a court record, not excluded by Rule 9(G) or (H).
 - L. "Requesting Party" includes all known names under which the business operates, all subsidiaries that will utilize the data provided and all names under which subsequent individual requests to counties shall be made.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data specifically identified below to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), the counties or courts identified below must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
- A. **Court Records and Data sought:**
All publically available Bulk DATA for the purpose of Investigation, Fraud Prevention, Credentialing, Due Diligence, Insurance, Identity Verification, Validation & Location.

B. Requested Counties:

All of Indiana's County Court Records, Current + Historical Court DATA.

3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all related entities, including subsidiaries, names under which the Requesting Party is doing business and other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of entity names associated with the Requesting Party.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number, bank account number and any other confidential information that is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restriction on Use of Data.**
 - A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
 - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services. The Requesting Party shall not reconfigure the Data for subsequent bulk distributions.
 - C. **Policies for dissemination of Data.** In the event the Requesting Party plans to offer a service regarding reviewing the Data provided and disseminating the relevant information to subscribers, customers, clients, or other third party, this Agreement shall include a current copy of the Requesting Party's policies and information related to the dissemination. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the

displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
 - A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
 - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
 - C. The Requesting Party agrees to provide the Division with the same materials and information, in the same manner the Requesting Party provides its subscribers, customers, clients, or other third parties.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data. **Reproductions of the Data provided to the Requesting Party shall never represent a certified copy of the Court Record.**
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:
 - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.

- B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
 - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination and Renewal.**
- A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.
 - B. **Renewal.** This agreement expires on January 31, 2008, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2007. The renewal shall be for one calendar year. The Division will provide the Renewal Form to the Requesting Party in December 2007.
 - C. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
 - D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
 - E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or

assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

- F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update the entity list. Likewise, the Requesting Party is under an ongoing obligation to provide the Division with any modified policies related to its policies regarding dissemination of the Data provided by the Court. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update the business information provided.

13. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties;
- C. The original Request provided to the Division from the Requesting Party; and
- D. The approval letter provided to the Requesting Party from the Division.
- E. These attachments may be amended or modified. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 1st day of February, 2007.

Requesting Party

By: Greg Birge *mk*

Printed: GREGORY M. BIRGE
VICE PRESIDENT

Title: ASSISTANT GENERAL COUNSEL

Date: 2/01/07

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: 2/06/07

RENEWAL FORM FOR ADMINISTRATIVE RULE 9(F) REQUESTS

Entity Name(s) (including subsidiaries): ChoicePoint Services, Inc.

Contact Information: 1000 Alderman Drive, Alpharetta, GA 30005

Date of Original Approval pursuant to A.R. 9(F): 8/08/06

Previous Court Records requested: All of Indiana's Court Records, current and Historical Court Data.

Previous Counties requested and approved: All Indiana Courts

Counties with which entity has distribution relationship (ongoing or previous): All Indiana Courts

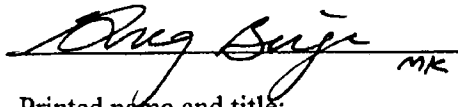
Changes proposed for 2007 approval (i.e. new counties, new court records requested): All Indiana Courts

Comments: ChoicePoint would like to purchase in Bulk, All publicly available Data for the purpose of: Investigation, Fraud Prevention, Credentialing, Due Diligence, Insurance, Identity Verification, Validation and Location.

Date submitted: 01/02/07

Completed by: Sherrie Fuller

Signature by responsible party:



Printed name and title:

GREGORY M. BIRGE
VICE PRESIDENT
ASSISTANT GENERAL COUNSEL

Contact information including email address:

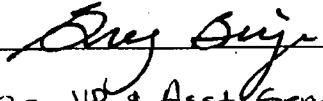
Sherrie Fuller
Data Acquisition Specialist
ChoicePoint
4530 Conference Way South
Boca Raton, FL 33431
Phone: 561.982.5506
Fax: 561.982.6558
Email: Sherrie.Fuller@ChoicePointPRG.net

RENEWAL FORM FOR ADMINISTRATIVE RULE 9(F) REQUESTS

Entity Name(s) (including subsidiaries):	ChoicePoint Services, INC.
Contact Information:	Sherrie Fuller DATA Acquisition Specialist ChoicePoint 4530 Conference Way South BOCA RATON, FL 33431
Date of Original Approval pursuant to A.R. 9(F)	August 8, 2006
Previous Court Records requested	All of Indiana's Court Records, Current + Historical Court Data
Previous Counties requested and approved	All of Indiana's Courts
Counties with which entity has distribution relationship (ongoing or previous)	All Indiana Courts
Changes proposed for 2007 approval (i.e. new counties, new court records requested)	All INDIANA Courts
Comments:	ChoicePoint would like to purchase in bulk ALL PUBLICLY AVAILABLE DATA FOR THE Purpose of Investigation, Fraud Prevention, Credentialing, Due Diligence, Insurance, Identity Verification, Validation & Location

Date submitted: 01-02-07

Completed by: SHERRIE FULLER

Signature by responsible party:  ME

Printed name and title: Greg Birge, VP & Asst General Counsel

Contact information including email address:
Sherrie Fuller, ChoicePoint, 4530 Conference Way South,
Boca Raton, FL 33431

Tel: 561-982-5506

Sherrie.Fuller@choicepoint.com

EXHIBIT D

APPROVAL LETTER

To be attached once this agreement is fully executed

EXHIBIT E

TCM-AR9(F)-3 Form

See Attached



**Indiana Supreme Court
Division of State Court Administration**

**DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR
COMPILED INFORMATION**

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

Bulk Data Requested (i.e. docket information, court records, record of judgments and orders):

Date Received (if the distribution shall be continuous, indicate the first date the data was distributed):

Format of distributed data (i.e. electronic feed, paper copies, et cetera):

Expenses related to receipt of data distribution (indicate the amount paid for distribution of data):

\$

___ total ___ monthly ___ annual

Comments:
